

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • SOLID WASTE MGMT • SURVEYOR • TRANSPORTATION



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

SOLID WASTE MANAGEMENT DIVISION

222 West Hospitality Lane, Second Floor • San Bernardino, CA 92415-0017 • (909) 386-8701

Administration/Engineering Fax (909) 386-8900

Fiscal Section/Operations Fax (909) 386-8786

Solid Waste Programs/Planning Fax (909) 386-8964

VANA R. OLSON
Director of Public Works

PETER H. WULFMAN
Solid Waste Division Manager

May 6, 2008

A/E Consultant

RE: REQUEST FOR PROPOSALS OPERATIONS, MAINTENANCE AND MONITORING OF CORRECTIVE ACTION GROUNDWATER TREATMENT SYSTEMS AT THE MILLIKEN SANITARY LANDFILLS

The County of San Bernardino Solid Waste Management Division (SWMD) seeks proposals from qualified firms for the Corrective Action Programs, Groundwater Treatment System Operations, Maintenance and Monitoring at the Milliken Sanitary Landfills. It is expected that a consultant will be awarded a contract commencing on July 1, 2008. The contract will be for a period of one year.

Prospective Proposers must obtain an official hard copy of the full package prior to submitting a proposal. A copy can be obtained at SWMD's main office.

A **mandatory pre-proposal meeting and site walk** will be held on **May 14, 2008 at 2:00 p.m.** at the address below. Any proposal submitted by a firm not represented at this mandatory pre-proposal meeting will be rejected. Proposals must be received at the following address no later than 4:00 p.m., on May 28, 2008:

County of San Bernardino
Solid Waste Management Division
222 West Hospitality Lane, Second Floor
San Bernardino, California 92415-0017
Main Office: (909) 386-8701

Any questions you may have regarding this RFP should be addressed to my self via Fax at (909) 386-8900, be e-mailing me at gsaul@swm.sbcounty.gov, or by calling (909) 386-9018.

Sincerely,

Gregory E. Saul, P.E., Chief
Engineering Section – Team "B"

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MARK N. LITZER
County Administrative Officer
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Services Group
First Deputy
Second Deputy
Third Deputy
Fourth Deputy

Recycled Paper

May 6, 2008

**REQUEST FOR PROPOSALS
OPERATIONS, MAINTENANCE AND MONITORING OF CORRECTIVE ACTION
GROUNDWATER TREATMENT SYSTEM AT THE MILLIKEN SANITARY LANDFILL**

I. INTRODUCTION

A. Background.

The California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 and 20430 requires owners and operators of waste management units, such as landfills, to comply with provisions of the article for the purpose of responding to releases to groundwater, surface water, or the unsaturated zone. In compliance with these regulations, a Corrective Action Systems was installed at the Milliken Sanitary Landfill for the purpose of treating impacted groundwater.

This Request for Proposals (RFP) is to select a consultant to perform the Corrective Action Programs, Groundwater Treatment System Operations, Maintenance and Monitoring at Milliken Sanitary Landfill, in compliance with CCR, Title 27. The consultant will be awarded a contract commencing on July 1, 2008. The contract period will be for a period of 1 year.

B. Project Title.

Operations, Maintenance and Monitoring of the Corrective Action Groundwater Treatment System at the Milliken Sanitary Landfill.

C. Project Description.

The County of San Bernardino (County) is requesting proposals from qualified consultants to secure the services necessary to implement all aspects of operations, maintenance and monitoring of Corrective Action Groundwater Treatment Systems at the Milliken Sanitary Landfill.

The scope of work includes continuous operation and maintenance (routine and non-routine) of Corrective Action Program (CAP) systems, weekly inspections, monthly measurements of depths to groundwater in groundwater wells, collection of influent and effluent samples on a monthly and/or quarterly basis, sampling and laboratory analyses, preparation of quarterly status reports detailing operation and maintenance of the system during the past quarter, submittal of monthly progress reports to the SWMD project manager, and submittal of the quarterly reports, in both hard and electronic (PDF) formats, to SWMD.

The Milliken Sanitary Landfill (MSL) CAP system consists of thirteen (13) groundwater extraction wells, an aeration channel to remove VOC's from the

groundwater, associated piping, pumps and instrumentation. The treated groundwater is discharged into a former borrow pit at the site.

D. Minimum Qualification Requirements.

1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
2. The Proposer must possess the knowledge and experience necessary to successfully perform the work described in the RFP at the time the contract is executed. The Proposer must have the resources to perform the work.
3. Specifically, the Proposer must have one (1) years of experience in completing similar projects.
4. Meet other presentation and participation requirements listed in this RFP.

1. Contact Person.

All questions or correspondence relating to this RFP are to be directed to:

Gregory Saul, P.E., Chief
Engineering Section Team B
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

(909) 386-8701 Telephone
(909) 386-8900 Facsimile

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. If authorized by the County's contact in writing, other County staff or contractors may provide information. Any violation of this procedure may be grounds for disqualification of the Proposer.

F. Proposal Submission Deadline.

All proposals must be received at the address listed above **no later than 4:00 p.m., on May 28, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain an original signature. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and will not be considered.** It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

There will be a mandatory pre-Proposal meeting at the SWMD offices at 2:00 PM on May 14, 2008. Following the meeting, a mandatory job walk of the site will occur. Driving directions will be provided at the meeting. Non-attendance will automatically disqualify potential Proposers from consideration. Note that the following safety gear is required to be worn on ***all*** sites, active or inactive: heavy work boots, hardhat, and orange safety vest. Background information concerning the site and historical Water

Quality Monitoring Reports are located in the SWMD records library. Appointments to review this information can be arranged by contacting the project manager identified above. Respondents desiring photocopies will need to secure the services of a bonded copy service.

II. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals or waive irregularities if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals.

Proposals shall remain open, valid and subject to acceptance anytime up to one (1) year after the proposal opening date and time. The County realizes that conditions other than lowest cost are important and will award contract(s) based on the proposal(s) that best meet the needs of the County.

C. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Negotiations.

The County may require any firm selected to participate in negotiations and to submit revisions to any aspect of its proposal, including without limit, costs, as may result from negotiations.

G. Final Authority.

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

III. SCOPE OF SERVICES

A. General.

The Groundwater Treatment System at the Milliken Sanitary Landfill (MSL) is being operated in compliance with requirements of the California Regional Water Quality Control Board, Santa Ana Region Order No. R8-2002-0033-014 to remediate groundwater impacts at the site. Copies of the applicable Orders are included in Attachment 3. The system is designed to remove VOC's from the upper, unconfined aquifer beneath the MSL at the POC [Point of Compliance] (along the entire length of the system), and is comprised of two major components:

- A groundwater extraction system, including thirteen (13) extraction wells along the south boundary of the site, each capable of pumping approximately two (2) gpm. Extracted groundwater is pumped to the treatment area.
- An aeration channel that allows VOC-impacted water to flow down a corrugated pipe into the borrow pit west of the landfill. Treated water is discharged to the pit bottom, where it infiltrates or evaporates.

For regulatory compliance as well as data and reporting consistency, the methods, and equipment used for sampling, data analysis, and reporting shall follow those described in the 2007-2008 CAP Monitoring Reports. If the Proposer proposes to deviate from these specified methods, then a detailed description of the proposed alternative and a technical justification and rationale shall be presented. The Consultant will provide all field equipment (vehicles, pump controllers, bailers, pumps, air compressors, generators, electrical well sounders, meters/test kits, etc.) required to conduct the sampling program.

The Consultant shall contract for all laboratory services for the CAP OM&M Program. Tables included in Attachment 2 shall be used by the Proposer to determine total sampling and analytical requirements and for the subcontracted laboratory evaluation. The tables include the most current understanding of monitoring requirements at the site, and must not be altered or adjusted in any way, without permission from SWMD. The Consultant will re-evaluate sampling requirements in June of each contract year.

Laboratory Requirements:

Prior to SWMD approval of the Consultant's use of the Laboratory, the Laboratory shall meet the following requirements:

1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
2. Shall demonstrate reasonableness in: proposed cost; analytical detection limits; turn around time; Quality Assurance/Quality Control procedures (QA/QC) as further discussed below; and, in-house analytical capabilities.
3. Shall provide for, and include in the Proposal a resume of, a project manager to act as a readily available laboratory liaison who can provide answers to inquiries and respond to problems. This project manager shall have sufficient experience in all analyses of the various matrices that comprise this program such that they are able to immediately address technical and chemical questions and provide a rapid response and/or referral to issues that arise during the course of this program.

4. Shall perform all analytical procedures in accordance with the most recent version listed in the U.S. EPA's *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)* and/or *Standard Methods for the Examination of Water and Wastewater* (American Public Health Association, American Water Works Association, Water Environment Federation).
5. Shall provide *current* documentation for all tests that the laboratory is currently certified by the State of California (State) to perform. If a particular analytical test will be subcontracted to another laboratory, provide *current* documentation that the subcontracted laboratory is certified by the State to perform such an analysis. If awarded the Contract, the selected laboratory shall maintain and submit to the SWMD all re-certification and continuing certification documents.
6. Shall provide all copies of recent audit report(s) provided to the laboratory from the California Department of Health Services (CDHS).
7. Shall perform a minimum of two Method Detection Limit (MDL) / Practical Quantitation Limit (PQL) tests for USEPA SW-846 Method 8260 (Volatile Organic Compounds) during each contract year. Results shall be provided to the Consultant and SWMD within two weeks of test completion.
8. Shall provide documented procedures of the methods used by the laboratory to investigate contamination of blank samples (trip, method, field) and the Corrective Action Plan should laboratory contamination be confirmed.
9. Shall make available to the Consultant and SWMD all laboratory logbooks and notebooks related to the preparation and analysis of any and all samples analyzed as part of this CAP OM&M program.

The Proposer and proposed Laboratory shall complete Tables 1–Monitoring Requirements, and CAP OM&M Program Laboratory Analytical Cost spreadsheets (shown in Attachment 2). These unit costs will be submitted as part of the Cost Proposal portion of the RFP submittal and subsequently reviewed by SWMD for completeness and reasonableness as noted above.

B. Routine Tasks

The selected consultant will conduct routine and non-routine operation and maintenance of the treatment system in accordance with the Operations and Maintenance Manual, Milliken Sanitary Landfill Point of Compliance Corrective Action Program, San Bernardino County, California, prepared by Bryan A. Stirrat & Associates, for the period of July 1, 2008, through June 30, 2009. This includes, but is not limited to:

1. Weekly (minimum) performance of a complete system inspection, record keeping, adjustments to the system, completion of an operations log and record book and verification of proper operation of system components. Note that the 2 gpm flow rate for each extraction well must be maintained, unless otherwise instructed, and may require periodic adjustment.

2. Completion of a Weekly GWTS Status Checklist, including the collection of readings from all meters at the GWTS and extraction / re-injection wells.
3. Monthly measurement of depths to groundwater in groundwater extraction wells to assist in maximizing system efficiency.
4. Collection and analysis of influent and effluent samples on a quarterly and/or annual basis as set forth in Order No. R8-2002-0033-014.
5. Preventative maintenance as required according to equipment manufacturer's specifications. Operation and maintenance, including the proper care of all extraction wells, pumps, treatment compound and aeration channel, shall be conducted to minimize down-time of the system.
6. Scale build up in the aeration channel shall be visually monitored as well as monitored for effects on effluent VOC concentrations. Substantial changes in build up or detection of VOCs in the effluent sample must be reported to the SWMD Project Manager immediately.
7. Provide a monthly progress report to the SWMD project manager by the 10th of each month, including a bulleted list of activities performed as part of the project during the past month. A one-page summary will suffice for this task.
8. Currently the upper aquifer beneath the MSL is relatively dry and the treatment system is not operating. When the system is dry only minimal Routine tasks can be performed therefore, the Consultant will prepare two alternative costs for routine work. One when the wells are dry and the system is not operational and one when the system is able to operate as design.

Prepare quarterly reports detailing OM&M activities, including all data related to the quarterly sampling and observations (analytical results, through-flow volume, maintenance issues). Draft reports shall be submitted for SWMD review by October 5, January 5, April 5 and July 5. Following incorporation of the SWMD comments, the selected respondent will be required to submit three (3) copies of each quarterly report, along with an electronic copy (PDF format) on disk to SWMD by October 12, January 12, April 12 and July 12. The reports should be substantially similar to current reports.

C. Non-Routine Tasks

Non-Routine work activity consists of emergency shutdown of the GWTS, unanticipated maintenance of the site GWTS, and the remediation of any adverse conditions of the groundwater extraction and/or re-injection well network.

The Consultant shall respond to emergency conditions, initiated by autodialer callout, to promptly restore the system to normal operation. Emergency shutdowns of the system should be remedied within twenty-four (24) hours, if possible. Each shutdown should be reported to the SWMD project manager within four (4) hours of the time of detection.

Unanticipated maintenance of the site GWTS consists of remediation of any adverse conditions of the groundwater extraction and/or re-injection well network. These types of activities may consist of periodic well repairs, or replacement of worn pumps or other equipment. Based on the site visits and well inspections, the Consultant shall also identify maintenance and required repairs as needed and obtain written

authorization from SWMD prior to conducting work on this task. Written authorization shall consist of preparing a non-routine work order, including a concise description of the work to be performed, and a budget to perform the work - broken down by labor category, sub-consultant and material costs (a sample work order is included in Attachment 4). Prior to the performance of any work activities, a work order shall be prepared and signed by the Consultant and the SWMD project manager.

These work activities will be performed on a not-to-exceed time and materials basis. Activities associated with the preparation of work orders and administration of these non-routine tasks are considered project administration (Section E, below), not non-routine; and, therefore, not subject to compensation on a time and materials basis.

SWMD has budgeted annual non-routine budgets of \$85,000 for each year of the contract period. Consultants should make arrangements to examine the condition of each of the systems and, if necessary, propose an alternative non-routine budget for the site.

D. Project Administration.

The project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, preparation of work orders, coordination of non-routine work activities, and meetings. Invoicing for this project shall indicate the project and task numbers. Meetings with the contract laboratory, the RWQCB, and other contractor staff may be necessary during the course of the project. Two (2) two-hour meetings per quarter should be incorporated into the proposal; these need not be scheduled, just assumed.

E. Invoicing

All costs associated with aforementioned sections A and C shall be covered under the fixed-fee portion of the contract, and no additional cost for these tasks will be allowed. Monthly invoices for these tasks shall reflect 1/12th of the yearly contract amount for each section.

All costs associated with aforementioned section B shall be covered by the not-to-exceed time and materials portion of the contract, and no additional costs above the authorized budgets for each task will be allowed. Each submitted invoice shall include an itemized breakdown of all approved work order tasks performed during the contract period. This breakdown shall include:

- work order number
- amount invoiced in the current period for each work order
- amount previously invoiced for each work order
- amount invoiced to date for each work order
- percent (%) completion of work to date for each work order
- percent (%) of budget consumed to date for each work order
- remaining funds available on each work order

Monthly invoices will be prepared and submitted to the County by the 20th day of each month. The County shall provide the Consultant with the required format for invoicing (samples of current format are included in Attachment 4)

F. SCADA System

The scope of Supervisory Control And Data Acquisition (SCADA) system shall consist of furnishing all, labor, materials, training, and any other items required to install, maintain and operate the SCADA system on a 7 day 24 hour 365 days a year basis. Scope of Project:

1. Evaluate recommend and install system hardware and software
2. Secure remote access and control from anywhere in the US
3. No per user fee software
4. Graphical representation of CAP system components and operations
5. Real time data acquisition
6. Expandability of software and hardware for future growth
7. Easy to use
8. Open integration
9. Flexible
10. Cost effective
11. Provide custom trends and status reports
12. Ability to integrate data with diff operating software
13. Alarm notification (auto dialer) and e-mail notification
14. Site Specific HMI interface
15. Retention of Historical data
16. Easy to retrieve and tailor data for report writing.
17. Provide data storage for up to 5 years worth of data
18. On site data display and system control
19. all pump and remote sensors needed to operate system
20. Basis of design report prior to installation
21. Provide County personnel training
22. The Consultant will pay for the first year of internet access or telephone, DSL, T-1 lines and any utilities required to operate the system.
23. All equipment, software, hardware, data, and licenses will be the property of the County.

Proposer must demonstrate experience installing SCADA systems for GWTS or comparable applications.

IV. AGREEMENT TERMS

A. General.

1. The firm selected will be required to agree to the contract terms contained in the attached Attachment "1". If Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

V. PROPOSAL SUBMITTAL

A. General.

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendixes, attachments,

exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposal must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays or promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" (found at Government Code sections 6250 et seq.).

If any Proposer's response contains trade secrets, or other information which is proprietary by law, that Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. If a public records request is made to the County relative to the Proposer's response, the County will review the Proposer's request for confidentiality and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law.

5. The County has adopted a recycled product purchasing standards policy, which requires Proposers to use recycled paper for proposals and for any printed or photocopied materials created as a result of a Contract with the County and/or the SWMD. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever possible.
6. **RESERVED.**

B. Proposal Presentation.

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins, and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
2. One (1) marked as original and five (5) copies (total of 6) of the complete technical proposal must be received by the deadline for receipt of proposal specified in Section I, F. The original and all copies must be in a sealed envelope or container and submitted to the County contact identified in Section I, E. The Proposer's submittal shall also contain, in a separate sealed envelope, a cost estimate as provided in Section VII, F.
3. Hand carried proposals may be delivered to the address specified in Section I, E, above ONLY between the hours of 8:00 a.m. to 5:00 p.m., Mondays through

Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service. Proposers are solely responsible for ensuring that the responses are delivered in a timely manner. County is not responsible for any incorrect or late deliveries.

VI. PROPOSAL SUBMISSION

A. Instructions to Proposers

Proposer should carefully follow the format and instructions contained in this RFP, observing format requirements where indicated.

B. Contents of Proposal

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The proposal must contain the information set forth in Section VII, below.

VII. REQUIRED PROPOSAL CONTENT

A. Organizational Information Describing the Responding Firm and Proposed Sub-Consultants.

1. Identify the owners, principals, and management staff of the firm and sub-contractor(s).
2. Indicate the type of firm or partnership and indicate whether the firm and sub-contractor(s) is locally owned, statewide, national, etc.
3. Identify the location, total size, and composition of the staff of the office(s) to be primarily responsible for services provided to the SWMD.
4. Identify, and indicate the specific skills, qualifications, and expertise of, those employees who would be directly involved in providing the requested services.

B. Experience and Services of Responding Firm and Proposed Sub-Consultants, if any.

1. Identify the firm's and the sub-contractor's specific familiarity and experience with providing O,M & M services to a GWTS.
2. Using specific project examples, identify the experience of the firm in performance of installing a SCADA system for a GWTS or comparable system.
3. Identify the full range of services that could be provided by the firm in support of the contracted services.
4. Submit an example or examples of work experience and related products for similar types of programs performed and developed by the firm under contracts to other entities.

5. State the number of years that the Proposer has been providing the services identified in this RFP.
6. Describe the firm's general approach to the services requested in this RFP.
7. Describe any other experiences related to the work or services described in the Scope of Services, and provide any additional information specific to the capabilities required in this RFP.
8. List any transactions in which Proposer has participated on behalf of the County. The County will review all contracts the Proposer has performed for the County, which requires in Section I, D that a Proposer's past performance be set forth and which performance will be considered in the selection. As such, in listing and describing all work performed for the County, the Proposer must include: the name of the County Department involved in the transaction, the contact person(s) on the transaction and the dollar value and date of the transaction.
9. Provide a minimum of three (3) references relative to the performance of services of a nature similar to the services to be performed pursuant to this RFP, which services are either in progress or were completed within the past three years. Please provide the name, address, and telephone number for each of these references and a brief description of the transaction(s) on which the firm provided services. Please do not include County personnel in this list, and please confirm contact information (e.g., phone numbers, affiliation, etc.) prior to submitting proposal. References that cannot be contacted using the information provided will not be used in proposal evaluation.
10. The selection of outside vendors by respondents shall be made on the basis of qualifications; however, costs are important in that they must be fair and reasonable as determined by the County. Copies of the vendor selection criteria and all vendors' responses shall be included in an appendix to the proposal.

C. Financial statements.

Proposer must provide the Company's Organizational Annual Report for the last two years. Proposer must also include one (1) copy, with the original Proposal, of an independently audited financial statement for the most recently completed fiscal year. If an audited financial statement is not available, please provide an unaudited financial statement, along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

D. Key Personnel and Subcontractors Performing Services.

1. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals who may be assigned to perform the services described in this RFP. Key personnel include partners, managers, associates, and other professional staff that will perform work and/or services in this project. This information shall include functions to be performed by the key individuals.

2. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business or sub-contractor(s). The information provided must include a list of former county administrative officials who terminated county employment within five (5) years and who are now officers, principals, partners, associates, or members of the business or of the sub-contractor(s). The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business or the sub-contractor(s). For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.

3. The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employee" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X If checked, the proposer is required to provide with the proposer's response any information responsive to the requested disclosures set forth in this paragraph D.3. of this Section VII.

Any information provided in response to Section C or D, which is deemed by the Proposer to be confidential or proprietary shall be so marked in accordance with Section V, A, 4.

E. Proposed Services.

Identify, in some detail, the approach to be taken in providing the services requested in Section III., include a proposed schedule for conducting activities and a budget for deliverables. Include any proposal for additional and/or alternative project activities. The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional service agreement.

F. Cost Estimate and Fees for Services.

1. Provide in a separate sealed envelope a cost estimate, based on the scope of work outlined in Section III., above, and itemized accordingly. It is the policy of the County that such a cost estimate shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the Proposers' experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements. After selection of the preferred consultant, the final scope of work and level of compensation shall be negotiated.
2. Hourly fees for services and direct and indirect expense charges for the term of the contract shall also be submitted with the cost estimate in the sealed envelope. Fees for any projected subcontracted services shall also be enclosed.

G. Supplemental Information

1. Any additional relevant information the Proposer wishes to include.

VIII. EVALUATION/SELECTION PROCESS

A. Introduction.

Following the opening of the proposal packages, the proposals will be evaluated by the Selection Committee. The committee will be comprised of representatives from the County, an expert in the field of _____, and, if possible, a representative of a regulatory agency. The Selection Committee will review and select the successful Proposer in accordance with the County's policy.

B. Proposal Evaluation.

1. Initial Review.

Staff will initially review each proposal for adherence to the minimum requirements.

If a proposal does not meet these minimum requirements, it may be rejected as non-responsive to the RFP. Proposals deemed non-responsive at this point will not be further evaluated.

2. Technical Review.

The Selection Committee will evaluate responsive proposals on the experience and qualifications of the firm and on the approach to services. The Selection Committee's primary selection criteria will be the extent to which a proposal:

- demonstrates Proposer's experience, qualifications, and competence in performing described services;
- communicates the Proposer's approach and ability to provide professional guidance; and
- demonstrates adequate staff, resources, and time to meet schedule milestones.

In addition, the Selection Committee's evaluation will consider the number and significance of the exceptions taken by Proposer to the Agreement Terms set forth in Section IV of this RFP.

3. Additional Consideration.

It is the County's policy to afford all local businesses the maximum opportunity to participate in County procurements. If quality, service, and cost are equal, procurement will be made from local businesses.

C. Oral Presentations.

Upon completion of the Initial and Technical qualifications evaluation, the Selection Committee may require oral presentation(s) of those Proposer(s) the Selection Committee deems to warrant further consideration.

D. Selection.

The Selection Committee will rank the Proposer's based upon the above. Following the evaluation of the proposals, the Selection Committee will present its analysis and recommendation to the Solid Waste Management Division.

E. Award.

Following the ranking, the Solid Waste Management Division will open the cost proposals of all Proposers and consider both the appropriateness and fairness of the cost proposed by the first ranked Proposer in light of the level and quality of the proposed services. The Solid Waste Management Division will negotiate with the first ranked Proposer, including potentially as to costs, and prepare a professional services contract. If the Solid Waste Management Division is unable to reach an agreement with the first ranked Proposer it shall notify such Proposer that negotiations are being discontinued and it shall then contact the second ranked Proposer to commence negotiations for the preparation of a professional services contract. This process will be followed with each ranked Proposer until either an acceptable professional services contract is negotiated or the Solid Waste

Management Division determines that an acceptable contract cannot be negotiated with any of the ranked Proposers (which determination is in the sole discretion of the Solid Waste Management Division and will not require negotiations to be entered into with each of the ranked Proposers). If an acceptable professional services contract is negotiated it will be brought before the Board of Supervisors for approval and execution.

IX. PROTEST

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP title, is delivered to the address listed on the cover sheet of this RFP, and is submitted within ten (10) calendar days of the date of the notification of intent to award.

Grounds for a protest are:

- ☐ The County's failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
- ☐ Violations of conflict of interest as provided by California Government Code section 874100 et seq.; or,
- ☐ Violations of state or federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator – Economic Development and Public Services Group whose decision shall be final and shall not be subject to further review or appeal.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

X. ESTIMATED SCHEDULE FOR SELECTION OF CONSULTANT

ACTION	DATES
Request for Proposals (RFP) issued	May 6, 2008
Mandatory Pre-Proposal Meeting	May 14, 2008
Submission of Proposal To County	May 28, 2008
Staff Screens Proposals & Short Lists Consultants	June 3, 2008
Interviews (the County reserves the right to waive the Interviews and select the Consultant from the Short List of Consultants)	TBD
Select Consultant	June 5, 2008
Contract Presented to Board for Consideration	July 1, 2008

Request for Proposals

ATTACHMENT 1

Standard Contract



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department DPW – Solid Waste Management Division			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Peter H. Wulfman, Division Manager			Telephone 386-8703		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers to not encumber this contract. Since this contract is based on unit pricing, not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Amendment Amount						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Project No.			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Contract Type -						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Address

hereinafter called

Telephone

Federal ID No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

1. Project.

Consultant shall perform consulting services for the project described as

2. Retention of Consultant.

County hereby retains the Consultant, as an independent contractor, to perform the required services within the time limits hereinafter specified.

Consultant herein designates _____ to be the Project Manager. Consultant shall not change the primary contact without written acknowledgment to the County. The Project Manager or designee must respond to County inquiries within two (2) business days. If the Project Manager will be unavailable to the County for more than three (3) days, another person must be

designated as a contact for the County. Further, Consultant must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated “key personnel” and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

Consultant may, at Consultant’s own expense, employ subcontractors to accomplish the work of this Contract. However, Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. County hereby agrees to _____ as the subcontractor(s) qualified to perform the work in its areas of expertise. The fact that Consultant employs subcontractors not in its regular employ shall not relieve Consultant from any responsibility regarding the adequacy of its designs or other work.

3. Scope of Work.

Consultant will provide services in accordance with the Request for Proposal (“**RFP**”) entitled _____ dated _____, and incorporated herein by reference.

The Scope of Work shall include, but is not limited to, all items listed in Exhibit “1” attached hereto. Said Scope of Work also includes any relevant dates by which the performance of Consultant of any item of work needs to be completed.

The provisions of this Contract shall control any contrary provision or term of either the Consultant’s proposal or of the County’s Request for Proposal.

4. Commencement of Work.

Consultant shall commence work immediately upon receipt of a notice to proceed from the Solid Waste Management Division (“**SWMD**”) following the acceptance of this Contract by the Board of Supervisors. Consultant shall confer on a bi-weekly basis with the County’s Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

5. Compensation.

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed \$

With the exception of Task ___ and ___, set Forth in Exhibit 1, Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternately, Consultant is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less labor, material or the incurrence of less expense, than anticipated by the parties. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of this Contract, which item of work is not performed by Consultant (including Consultant’s agents and subcontractors).

With respect to Task ___ and ___, Consultant shall be paid its actual time and materials as specified in, and subject to the limitations of, Exhibit “2”. In order to make progress payments to Consultant with respect to the tasks other than Task ___ and ___, the specified compensation shall

be payable as follows: Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Consultant's "Cost Proposal", dated _____, and attached hereto as Exhibit "2", less ten percent (10%) retention. Said retention shall be payable upon completion of the project as determined by the County.

Consultant's "Cost Proposal", attached as Exhibit "2", hereto, sets out the Consultant's estimate of the cost (including wages) of completing the project. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. Consultant's itemized monthly invoice shall be in the form of an Invoice Summary attached and incorporated herein as Exhibit "3." The County shall make payment to Consultant within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees to the Consultant on the compensation due Consultant under the terms of this Contract.

5.a. Payment by Electronic Funds Transfer (EFT).

Contractor shall accept all payments from COUNTY via electronic funds transfer (EFT) directly into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

6. Term of Contract.

The term of the Contract shall be for a period of () year commencing on , to

7. Termination for Convenience.

The County for its convenience may terminate the Contract in whole or in part upon ten (10) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Indemnification.

The Consultant agrees to indemnify defend and hold harmless the County and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of Consultant's negligent acts, errors or omissions and for any costs or expenses incurred by the County, on account of any claim therefore, except where such indemnification is prohibited by law.

9. Insurance.

(a) Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- 1) Worker's Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 2) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3) a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

- b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

(b) Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

(c) Waiver of Subrogation Rights

Except for Errors and Omissions and Professional Liability, Consultant shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents, volunteers, contractors, and subcontractors.

(d) Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(e) Proof of Coverage

The Consultant shall immediately furnish certificates of insurance to the SWMD evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SWMD. Consultant shall maintain such insurance from the time Consultant commences performance of services under the Contract until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Consultant shall furnish certified copies of the policies and all endorsements.

(f) Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

10. Licenses and Permits.

Consultant shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain these licenses and permits in effect for the duration of the Contract. Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

11. Notification Regarding Performance.

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall promptly notify the County in writing and by telephone.

12. Ownership of Documents.

All documents, data, products, graphics, computer programs, and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Consultant may retain copies of such items. Reuse of such documents beyond the intended scope of Consultant's contract shall be at the County's sole risk.

13. Artwork, Proofs and/or Negatives.

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

14. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

15. Contact with Regulatory Agencies.

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be the time for such in an emergency), Consultant shall not contact the LEA, SCAQMD or other regulatory agencies concerning any site that is the subject of this Contract without SWMD's prior approval.

16. Right to Monitor and Audit.

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under the Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

17. Cooperation Between All System Contract Contractors.

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("**Disposal System**"), including without limit for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter, into the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer Station; (vii) a Development Contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System. These contracts, together with this Contract, will collectively be referred to as "**All System Contracts**".

In performing its duties under this Contract, Consultant shall be required, pursuant to direction provided by the Manager of the Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of it under the terms of its contract with the performance of the duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

18. Compliance with Laws.

During the term of the Contract, Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical

handicap, medical condition, marital status, age or sex. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. Conflict of Interest.

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

20. Former County Officials.

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

21. Improper Consideration.

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Inaccuracies or Misrepresentations.

If in the course of the RFP process or in the administration of a resulting Contract, the County determines the Consultant has made a material misstatement or misrepresentation or that

materially inaccurate information has been provided to the County, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

23. RESERVED.

24. Representation of the County.

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

25. Notice.

25.1 Service. Except as otherwise required by law, any notice, information, request or reply (“**Notice**”) required or permitted to be given under the provisions of this Contract shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if:

- (a) Deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or
- (b) Sent by express mail, Federal Express, or similar overnight service, provided proof of service is available, addressed to the addresses of the Parties specified below in Section 25.4 or to such other address as may be duly specified by the respective parties.

25.2 When Effective. Any notice given or served by certified mail shall be deemed given or served three (3) business days after deposit in the mails, or as a signed receipt may show, unless a copy of the Notice is concurrently transmitted by electronic or telephonic facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails. Any Notice given or served by express mail, Federal Express, or other similar overnight service, shall be deemed given or served the day following deposit in the mails or delivery to the carrier, unless a copy of the Notice is concurrently transmitted by electronic or telephone facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails or delivery to the carrier.

25.3 Change of Address. Either party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

25.4 Designation of Recipients. Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:

- (a) For Contractor:

Telephone:

Facsimile:

(b) For County:

Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Telephone: 909-
Facsimile: 909-386-8900

25.5 Facsimile Transmission. Service utilizing facsimile transmission as set forth above will be effective only in respect to a person who has included a facsimile telephone number as part of its address for notice pursuant to this Section.

26. Contract Assignability.

Without the prior written consent of the County, the Contract is not assignable by the Consultant either in whole or in part.

27. Contract Amendments.

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

28. Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Contract, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 8, **Indemnification**.

29. Venue.

The venue of any action or claim brought by any party to the Contract will be San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

30. RESERVED

31. Recycled Paper Products.

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

In addition, the policy requires the use of recycled products in fulfilling contractual obligations wherever practicable. Attached hereto as Exhibit "4" is Policy 11-10 and Standard Practice 11-10SP implementing that Policy.

32. Miscellaneous Provisions.

32.1 Compliance with Legal Requirements. With respect to its performance of any work required under this Contract, Consultant and its subcontractors shall be required to meet all legal requirements the County requires all of its contractors to meet.

32.2 Covenant of Good Faith and Fair Dealing. The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

32.3 Determination of Rights – Disputes. Notwithstanding any other provision to the contrary contained herein, all disputes under this Contract which cannot be resolved by the parties shall be resolved by judicial action. All delinquent amounts due hereunder shall bear simple interest at the lower of the maximum rate permitted by law or the rate of seven percent (7%) per annum.

32.4 Complete Agreement; Priority. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the complete agreement between the parties. It supersedes all prior agreements and proposals between the parties in respect to the subject matter hereof, and it may be amended, discharged or waived only by a further agreement in writing signed by each party. To the extent there is any conflict between the terms of the text of this Contract and the terms of any Exhibit or attachment to this Contract, the terms of the text of this Contract shall control the terms of the Exhibit or attachment.

32.5 Binding Effect. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

32.6 Captions and Headings. Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the parties in entering into this Contract nor in otherwise construing or interpreting this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►
Paul Biane, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena M. Smith
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Standard Contract
Exhibit 1
Scope of Work

Standard Contract
EXHIBIT 2

Cost Proposal

Standard Contract
EXHIBIT 3

INVOICE SUMMARY

Company Name/Letterhead
Remit to Address
City, State, Zip Code

SAMPLE

Date

County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Invoice # _____

Attention: Fiscal Section

Project Title: "Anytown" Landfill-Expansion

Description of the Project: Conceptual Design and Permitting for the Expansion Area

Contract #: 00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less Retention	Net Amount
"Anytown"	100	Design Parameters	\$	(\$)	\$
"Anytown"	200	Geotechnical Analysis	\$	(\$)	\$
"Anytown"	500	CEQA Support/Public Relations	\$	(\$)	\$
"Anytown"	900	Meetings/Project Coordination/Admin			
		Total Current Charges	\$		
		Less: 10% Retention	(\$)		
		Total Charges Due	\$		

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.

Standard Contract
EXHIBIT 4

Standard Policy 11-10
And
Standard Practice 11-10SP

Request for Proposals

ATTACHMENT 2

Monitoring Requirements and CAP OM&M Program Lab Costs

Table 1C - Monitoring Requirements
Milliken Analytes

<u>Influent</u>	<u>Frequency</u>	<u>MDL / PQL</u>	<u>Effluent</u>	<u>Frequency</u>	<u>MDL / PQL</u>
TPH-Gas (Modified method 8015 including analysis for C4-C12)	Quarterly		Flow Rate (from Flow Meter)	Daily (Recorder)	
Benzene	Quarterly				
Toluene	Quarterly		Benzene	Quarterly	
Xylenes, total	Quarterly		Toluene	Quarterly	
Ethylbenzene	Quarterly		Xylenes, total	Quarterly	
Tetrachloroethylene	Quarterly		Ethylbenzene	Quarterly	
Trichloroethylene	Quarterly		Methyl Ethyl Ketone	Quarterly	
1,1-Dichloroethane	Quarterly		Methyl IsoButyl Ketone	Quarterly	
1,1,1-Trichloroethane	Quarterly		Methyl TertButyl Ether	Quarterly	
1,2-Dichloroethylene	Quarterly		Naphthalene	Quarterly	
1,1-Dichloroethylene	Quarterly		Tetrachloroethylene	Quarterly	
cis-1,2-Dichloroethylene	Quarterly		Trichloroethylene	Quarterly	
Methyl Ethyl Ketone	Quarterly		1,1-Dichloroethane	Quarterly	
Methyl IsoButyl Ketone	Quarterly		1,1-Dichloroethylene	Quarterly	
Naphthalene	Quarterly		1,2-Dichloroethylene	Quarterly	
TertButyl Ether	Quarterly		1,1,1-Trichloroethane	Quarterly	
Methyl TertButyl Ether	Quarterly		cis-1,2-Dichloroethylene	Quarterly	
			Total Phenols	Quarterly	
			Perchlorate	Quarterly	
			1,4-Dioxane	Quarterly	
			Nitrate as Nitrogen	Annual	
			Suspended Solids	Annual	
			Total Dissolved Solids	Annual	
			Residual Chlorine	Annual	
			Acrolein	Annual	
			Acrylonitrile	Annual	
			Bromoform	Annual	
			Carbon Tetrachloride	Annual	
			Chlorobenzene	Annual	
			Chlorodibromomethane	Annual	
			Chloroethane	Annual	
			2-Chloroethylvinyl Ether	Annual	
			Chloroform	Annual	
			Dichlorobromomethane	Annual	
			1,2-Dichloroethane	Annual	
			1,2-Dichloropropane	Annual	
			1,3-Dichloropropylene	Annual	
			Methyl Bromide	Annual	
			Methyl Chloride	Annual	
			Methylene Chloride	Annual	
			1,1,2,2-Tetrachloroethane	Annual	
			trans-1,2-Dichloroethylene	Annual	
			1,1,1-Trichloroethane	Annual	
			1,1,2-Trichloroethane	Annual	
			Vinyl Chloride	Annual	

**TABLE 1
OOPERATION AND MAINTENANCE OF GROUNDWATER TREATMEN SYSTEM
MILLIKEN SANITARY LANDFILL
COST SUMMARY**

	Units	QTY	Unit Cost	TOTAL
Alternative 1:				
Routine OM&M (System Wet)	12	Month	\$	\$
Non Routine	1	DLR	\$85,000	\$85,000
				Subtotal \$
Alternative 2:				
Routine OM&M (System Dry)	12	Month	\$	\$
Non Routine	1	DLR	\$85,000	\$85,000
				Subtotal \$
	Influent	Effluent	Total Units	
VOC (8260B) Qaterly sample:	4	4	8	EA \$ \$
VOC (8260B) Annual Sample:		1		
1,4-Dioxane (8260B)		4	4	EA \$ \$
Perchlorate (314.0)		4	4	EA \$ \$
TPH Gasoline (8015M)	4		4	EA \$ \$
Lead (6010)			0	EA \$ \$
Total Phenols (420.1)		4	4	EA \$ \$
Total Organic Nitrogens (300.0/351.2)			0	EA \$ \$
Total Suspended Solid (160.2)		1	1	EA \$ \$
Residual Chlorine (330.5)		1	1	EA \$ \$
Nitrate as N (300.0)		1	1	EA \$ \$
Total Disolved Solids (160.1)		1	1	EA \$ \$
				Subtotal \$
Installtion of SCADA System	1	LS	\$	\$
				TOTAL \$
Note- Please provide detailed breakdown of Routine cost to include hours personnel, hourly rates and any other costs used to determine total costs				

Request for Proposals

ATTACHMENT 3

California Regional Water Quality
Control Board

Santa Ana Region Order
R8-2002-0033-14



California Regional Water Quality Control Board

Santa Ana Region

Don H. Hickox
Secretary for
Environmental
Protection

Internet Address: <http://www.swrcb.ca.gov/rwqcb8>
3737 Main Street, Suite 500, Riverside, California 92501-3348
Phone (909) 782-4130 - FAX (909) 781-6288



Gray Davis
Governor

Corrected copy

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website at www.swrcb.ca.gov/rwqcb8.

June 10, 2003

Peter H. Wulfman, Division Manager
County of San Bernardino Solid Waste Management Division
222 West Hospitality Lane, Second Floor
San Bernardino, CA 92415-0017

RECEIVED SWMD
2003 JUN 11 PM 2:26

REQUEST TO MODIFY MONITORING AND REPORTING PROGRAM (M&RP) NO. R8-2002-0033-014 FOR THE MILLIKEN LANDFILL, SAN BERNARDINO COUNTY

Dear Mr. Wulfman:

On April 29, 2003, you received a letter from us approving the County's proposed monitoring modifications for the above-referenced landfill. However, there is a typo on page 3 of 5 of Monitoring and Reporting Program (M&RP) No. R8-2002-0033-014. The word monthly in paragraph B., Influent Monitoring should be changed to quarterly. Enclosed please find the corrected copy of M&RP No. R8-2002-0033-014. We apologize for the confusion.

If you have any questions regarding this letter, please contact Dixie Lass at (909) 782-3295, or you may call Keith Person of her staff at (909) 782-4997.

Sincerely,

Keith Person

Keith Person
Water Resources Control Engineer

Enclosure: Page 3 of 5 of M&RP Order No. R8-2002-003-014

cc w/o: Arthur Rivera, S.B. Co. WSD

UPDATE

13. Discharge monitoring data shall be submitted in a format acceptable to the Regional Board. Specific reporting format may include preprinted forms and/or electronic media. Unless otherwise specified, discharge flows shall be reported in terms of daily average discharge flows. The results of all monitoring required by this Order shall be reported to the Board, and shall be submitted in such a format as to allow direct comparison with the limitations and requirements of this Order.
14. The discharger shall deliver a copy of each monitoring report in the appropriate format to:

California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348

15. A "grab" sample is defined as any individual sample collected in less than 15 minutes.
16. Daily samples shall be collected on each day of the week.
17. Weekly samples shall be collected on a representative day of each week.
18. Monthly samples shall be collected on a representative day of the month.
19. Annual samples shall be collected on the month the discharge authorization letter was issued.

B. INFLUENT MONITORING

A grab sample of the influent to the treatment system shall be monitored on a quarterly basis for total petroleum hydrocarbons, benzene, toluene, xylenes, ethylbenzene, trichloroethylene (TCE), tetrachloroethylene (PCE), 1,1-dichloroethane (1,1-DCA), 1,1,1-trichloroethane (1,1,1-TCA), 1,1-dichloroethylene (1,1-DCE), 1,2-dichloroethylene (1,2-DCE), cis-1,2-dichloroethylene (cis-1,2-DCE), methyl ethyl ketone, methyl isobutyl ketone, naphthalene, tert butyl alcohol (TBA), and methyl tertiary butyl ether.



California Regional Water Quality Control Board

Santa Ana Region



Gray Davis
Governor

Winston H. Hickox
Secretary for
Environmental
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*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption.
For a list of simple ways you can reduce demand and cut your energy costs, see our website at www.swrcb.ca.gov/rwqcb8.*

RECEIVED SWMD
2003 APR 30 AM 10:06

April 29, 2003

Peter H. Wulfman, Division Manager
County of San Bernardino Solid Waste Management Division
222 West Hospitality Lane, Second Floor
San Bernardino, CA 92415-0017

REQUEST TO MODIFY MONITORING AND REPORTING PROGRAM (M&RP) NO. R8-2002-0033-014 FOR THE MILLIKEN LANDFILL, SAN BERNARDINO COUNTY

Dear Mr. Wulfman:

The County of San Bernardino Waste System Division has requested a modification to the Monitoring and Reporting Program (M&RP) for the above-referenced Landfill. The current monitoring program requires the County to sample treated groundwater from the groundwater corrective action system and to report the analytical results from those samples to the Board on a weekly basis. The County is requesting a reduction in the sampling and reporting frequency from weekly to quarterly.

Board staff has reviewed the most recent monitoring reports for the site and has determined that the analytical results are generally non-detect for the constituents of concern. Therefore, the proposed modifications to the M&RP should not have an adverse impact on water quality. Beginning on April 28, 2003, the County may change the sampling and reporting frequency from weekly to quarterly. All other conditions of this Order shall remain unchanged. Enclosed is a copy of the Revised M&RP Order No. R8-2002-003-014 for your information.

If you have any questions regarding this letter, please contact Dixie Lass at (909) 782-3295, or you may call Keith Person of her staff at (909) 782-4997.

Sincerely,

Gerard J. Thibeault
Executive Office

Enclosure: M&RP Order No. R8-2002-003-014

cc w/o: Arthur Rivera, S.B. Co. WSD

California Environmental Protection Agency

California Regional Water Quality Control Board
Santa Ana Region

Revised Monitoring and Reporting Program No. R8-2002-0033-014

County of San Bernardino Solid Waste Management Division
Groundwater Treatment and On-Site Percolation System
Milliken Sanitary Landfill
2050 Milliken Avenue, Ontario, San Bernardino County

A. MONITORING REQUIREMENTS

1. All analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services or at laboratories approved by the Executive Officer of the Regional Board.
2. All sampling and sample preservation shall be in accordance with the current edition of "Standard Methods for the Examination of Water and Wastewater" (American Public Health Association).
3. All laboratory analyses shall be performed in accordance with test procedures under 40 CFR 136 (revised as of May 14, 1999) "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (EPA), unless otherwise specified in this monitoring and reporting program (M&RP). In addition, the Regional Board, at their discretion, may specify test methods that are more sensitive than those specified in 40 CFR 136. Unless otherwise specified herein, organic pollutants shall be analyzed using EPA method 8260, as appropriate.
4. All analytical data shall be reported with method detection limits (MDLs)¹, and with identification of either minimum level (ML)² practical quantitation levels (PQLs)³ or limits of quantitation (LOQs).
5. Laboratory data must quantify each constituent down to the Practical Quantitation Levels specified in Attachment "A." Any internal quality control data associated with the sample must be reported when requested by the Executive Officer. The Regional Board will reject the quantified laboratory data if quality control data is unavailable or unacceptable.

¹ MDL is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in 40 CFR 136, Appendix B, revised as of May 14, 1999.

² Minimum level is the concentration at which the entire analytical system must give a recognizable signal and acceptable point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

³ PQL is the lowest concentration of a substance which can be determined within ± 20 percent of the true concentration by 75 percent of the analytical laboratories tested in a performance evaluation study. Alternatively, if performance data are not available, the PQL is the method detection limit (MDL) x 5 for carcinogens and MDL x 10 for noncarcinogens.

6. All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy.
7. The flow measurement system shall be calibrated at least once per year or more frequently, to ensure continued accuracy.
8. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. Influent samples shall be taken at each point of inflow to the treatment system and shall be representative of the influent to the treatment system. Effluent samples shall be taken downstream of the last addition of waste to the treatment or discharge works where a representative sample may be obtained prior to mixing with the receiving waters.
9. Whenever the discharger monitors any pollutant more frequently than is required by this Order, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the discharge monitoring report specified by the Executive Officer.
10. The discharger may request a reduction in the constituents to be monitored and/or a reduction in monitoring frequency for a specific constituent(s) subject to the approval of the Executive Officer.
11. The discharger shall monitor weekly those constituents that are detected at levels of concern⁴ in the required volatile organic pollutant scan using EPA Method 8260.
12. The discharger shall assure that records of all monitoring information are maintained and accessible for a period of at least five years from the date of the sample, report, or application. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge or by the request of the Board at any time. Records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling, and/or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used;
 - f. All sampling and analytical results;
 - g. All monitoring equipment calibration and maintenance records;
 - h. All original strip charts from continuous monitoring devices;
 - i. All data used to complete the application for this Order; and,
 - j. Copies of all reports required by this Order.

⁴

Levels of concern are detected values at/or greater than the California Department of Health Services MCL and action level values.

13. Discharge monitoring data shall be submitted in a format acceptable to the Regional Board. Specific reporting format may include preprinted forms and/or electronic media. Unless otherwise specified, discharge flows shall be reported in terms of daily average discharge flows. The results of all monitoring required by this Order shall be reported to the Board, and shall be submitted in such a format as to allow direct comparison with the limitations and requirements of this Order.
14. The discharger shall deliver a copy of each monitoring report in the appropriate format to:

California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348

15. A "grab" sample is defined as any individual sample collected in less than 15 minutes.
16. Daily samples shall be collected on each day of the week.
17. Weekly samples shall be collected on a representative day of each week.
18. Monthly samples shall be collected on a representative day of the month.
19. Annual samples shall be collected on the month the discharge authorization letter was issued.
20. Quarterly samples shall be collected during the months of January, April, July and October.

B. INFLUENT MONITORING

A grab sample of the influent to the treatment system shall be monitored on a monthly basis for total petroleum hydrocarbons, benzene, toluene, xylenes, ethylbenzene, trichloroethylene (TCE), tetrachloroethylene (PCE), 1,1-dichloroethane (1,1-DCA), 1,1,1-trichloroethane (1,1,1-TCA), 1,1-dichloroethylene (1,1-DCE), 1,2-dichloroethylene (1,2-DCE), cis-1,2-dichloroethylene (cis-1,2-DCE), methyl ethyl ketone, methyl isobutyl ketone, naphthalene, tert butyl alcohol (TBA), and methyl tertiary butyl ether.

C. EFFLUENT MONITORING

1. A sampling station shall be established for each point of discharge and shall be located where representative samples of the discharge can be obtained. The following shall constitute the effluent monitoring program:

Constituent	Type of Sample	Units	Minimum Frequency of Sampling
Flow	Flow meter	GPD	Daily
pH	Grab	pH units	Quarterly
Benzene	Grab	µg/l	"
Toluene	"	"	"
Xylene	"	"	"
Ethylbenzene	"	"	"
Methyl Ethyl Ketone	"	"	"
Methyl Isobutyl Ketone	"	"	"
Methyl Tertiary Butyl Ether (MTBE)	"	"	"
Naphthalene	"	"	"
Tetrachloroethylene (PCE)	"	"	"
Trichloroethylene (TCE)	"	"	"
1,1-Dichloroethane (1,1-DCA)	"	"	"
1,1-Dichloroethylene (1,1-DCE)	"	"	"
1,2-Dichloroethylene (1,2-DCE)	"	"	"
1,1,1-Trichloroethane (1,1,1-TCA)	"	"	"
Cis-1,2-Dichloroethylene (cis-1,2-DCE)	"	"	"
Total Phenols	"	"	"
Perchlorate	"	"	"
1,4-Dioxane	"	"	"
Nitrate-Nitrogen	Grab	mg/l	Annually
Suspended Solids	"	"	"
Total Dissolved Solids	"	"	"
Total Residual Chlorine ⁵	"	"	"
Volatile Organics Portion of the EPA Priority Pollutants (See Attachment "B")	Grab	µg/l	Annually

D. REPORTING

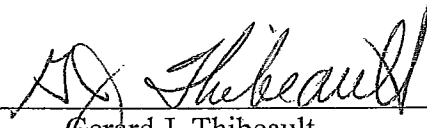
1. The results of the above analyses shall be reported to the Regional Board within 24 hours of finding any discharge that is in violation of the discharge specifications.
2. Monitoring reports shall be submitted by the 30th day of each month following the monitoring period for each re-injection well and shall include:

⁵ If chlorine is used for treatment or disinfection of wastes.

- a. The total daily volume of extracted/treated and re-injected wastewater (if extracted volume is different from re-injected volume, the reason for such difference shall be stated), and
 - b. The results of all chemical analyses for the previous month, and annual samples whenever applicable,
 - c. A summary of the month's activities.
3. If no discharge occurs during the previous monitoring period, a letter to that effect shall be submitted in lieu of a monitoring report.
 4. All reports shall be arranged in a tabular format to clearly show compliance or noncompliance with each discharge specification.
 5. For every item where the requirements are not met, the discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.
 6. Upon completion of the project, the discharger shall notify the Executive Officer of the Regional Board in writing about cessation of the discharge and request for a rescission of this Order.

All reports shall be signed by a responsible officer or duly authorized representative of the discharger and shall be submitted under penalty of perjury.

Ordered by _____


Gerard J. Thibeault
Executive Officer

April 29, 2003

County of San Bernardino Solid Waste Management Division, Milliken Landfill
Attachment "A"

PRACTICAL QUANTITATION LEVELS FOR COMPLIANCE DETERMINATION		
Constituent	PQL µg/l	Analysis Method
1 Arsenic	7.5	GF/AA
2 Barium	20.0	ICP/GFAA
3 Cadmium	15.0	ICP
4 Chromium (VI)	15.0	ICP
5 Cobalt	10.0	GF/AA
6 Copper	19.0	GF/ICP
7 Cyanide	50.0	335.2/335.3
8 Iron	100.0	ICP
9 Lead	26.0	GF/AA
10 Manganese	20.0	ICP
11 Mercury	0.50	CV/AA
12 Nickel	50.0	ICP
13 Selenium	2.0	EPA Method 1638, 1640 or 7742
14 Silver	16.0	ICP
15 Zinc	20.0	ICP
16 1,2 - Dichlorobenzene	5.0	601/602/624
17 1,3 - Dichlorobenzene	5.0	601
18 1,4 - Dichlorobenzene	5.0	601
18 2,4 - Dichlorophenol	10.0	604/625
20 4 - Chloro -3- methylphenol	10.0	604/625
21 Aldrin	0.04	608
22 Benzene	1.0	602/624
23 Chlordane	0.30	608
24 Chloroform	5.0	601/624
25 DDT	0.10	608
26 Dichloromethane	5.0	601/624
27 Dieldrin	0.10	608
28 Fluorantene	10.0	610/625
29 Endosulfan	0.50	608
30 Endrin	0.10	608
31 Halomethanes	5.0	601/624
32 Heptachlor	0.03	608
33 Heptachlor Epoxide	0.05	608
34 Hexachlorobenzene	10.0	625
35 Hexachlorocyclohexane		
Alpha	0.03	608
Beta	0.03	608
Gamma	0.03	608
36 PAH's	10.0	610/625
37 PCB	1.0	608
38 Pentachlorophenol	10.0	604/625
39 Phenol	10.0	604/625
40 TCDD Equivalent	0.05	8280
41 Toluene	1.0	602/625
42 Toxaphene	2.0	608
43 Tributyltin	0.02	GC
44 2,4,6-Trichlorophenol	10.0	604/625

Volatile Organics Portion of EPA Priority Pollutants	
Constituent	Method
Acrolein	603
Acrylonitrile	603
Benzene	8260
Bromoform	8260
Carbon Tetrachloride	8260
Chlorobenzene	8260
Chlorodibromomethane	8260
Chloroethane	8260
2-Chloroethylvinyl Ether	8260
Chloroform	8260
Dichlorobromomethane	8260
1,1-Dichloroethane	8260
1,2-Dichloroethane	8260
1,1-Dichloroethylene	8260
1,2-Dichloropropane	8260
1,3-Dichloropropylene	8260
Ethylbenzene	8260
Methyl Bromide	8260
Methyl Chloride	8260
Methylene Chloride	8260
1,1,2,2-Tetrachloroethane	8260
Tetrachloroethylene	8260
Toluene	8260
1,2-Trans Dichloroethylene	8260
1,1,1-Trichloroethane	8260
1,1,2-Trichloroethane	8260
Trichloroethylene	8260
Vinyl Chloride	8260



California Regional Water Quality Control Board

Santa Ana Region



Gray Davis
Governor

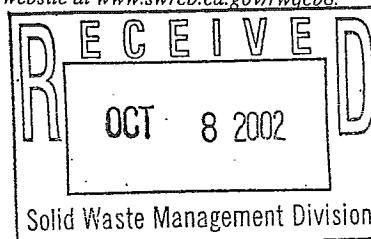
Justin H. Hickox
Secretary for
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Internet Address: <http://www.swrcb.ca.gov/rwqcb8>
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October 4, 2002

Arthur L. Rivera, Chief of Engineering
County of San Bernardino Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017



WASTE DISCHARGE REQUIREMENTS, ORDER NO. R8-2002-0033, GROUNDWATER CLEANUP PROJECT, COUNTY OF SAN BERNARDINO SOLID WASTE MANAGEMENT DIVISION, MILLKEN SANITARY LANDFILL TREATMENT AND PERCOLATION SYSTEM, 2050 S. MILLIKEN AVENUE, ONTARIO, SAN BERNARDINO COUNTY-- DISCHARGE AUTHORIZATION NO. R8-2002-0033-014

Dear Mr. Rivera:

On October 4, 2002, you submitted a complete Notice of Intent to discharge and re-inject treated groundwater from the above-referenced site to the ground under the terms and conditions of Order No. R8-2002-0033.

You are hereby authorized to discharge up to 37,440 gallons per day of treated groundwater from the above site into an on-site percolation basin. Monitoring and Reporting Program No. R8-2002-0033 has been customized in accordance with the authorization from the Regional Board and is enclosed as Monitoring and Reporting Program No. R8-2002-0033-014. **Please note that additional constituents besides volatile organic substances are required to be monitored by the monitoring and reporting program.**

If you wish to terminate coverage under this general permit, please notify us as soon as possible so that we can rescind this authorization and avoid billing you the \$750 annual fee. If you have any questions regarding the Order or the Monitoring and Reporting Program, please contact Keith Person at (909) 782-4997.

Sincerely,

Gerard J. Thibeault
Executive Officer

Enclosure: MRP No. R8-2002-0033-014.

cc w/o enc: State Water Resources Control Board, Division of Water Quality – Jim Maughan
San Bernardino County Environmental Health Services – Pamela Bennett
City of Ontario Public Works Department

California Environmental Protection Agency

California Regional Water Quality Control Board
Santa Ana Region

Monitoring and Reporting Program No. R8-2002-0033-014

County of San Bernardino Solid Waste Management Division
Groundwater Treatment and On-Site Percolation System
Milliken Sanitary Landfill
2050 Milliken Avenue, Ontario, San Bernardino County

A. MONITORING REQUIREMENTS

1. All analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services or at laboratories approved by the Executive Officer of the Regional Board.
2. All sampling and sample preservation shall be in accordance with the current edition of "Standard Methods for the Examination of Water and Wastewater" (American Public Health Association).
3. All laboratory analyses shall be performed in accordance with test procedures under 40 CFR 136 (revised as of May 14, 1999) "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (EPA), unless otherwise specified in this monitoring and reporting program (M&RP). In addition, the Regional Board, at their discretion, may specify test methods that are more sensitive than those specified in 40 CFR 136. Unless otherwise specified herein, organic pollutants shall be analyzed using EPA method 8260, as appropriate.
4. All analytical data shall be reported with method detection limits (MDLs)¹, and with identification of either minimum level (ML)² practical quantitation levels (PQLs)³ or limits of quantitation (LOQs).
5. Laboratory data must quantify each constituent down to the Practical Quantitation Levels specified in Attachment "A." Any internal quality control data associated with the sample must be reported when requested by the Executive Officer. The Regional Board will reject the quantified laboratory data if quality control data is unavailable or unacceptable.

¹ MDL is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in 40 CFR 136, Appendix B, revised as of May 14, 1999.

² Minimum level is the concentration at which the entire analytical system must give a recognizable signal and acceptable point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

³ PQL is the lowest concentration of a substance which can be determined within ± 20 percent of the true concentration by 75 percent of the analytical laboratories tested in a performance evaluation study. Alternatively, if performance data are not available, the PQL is the method detection limit (MDL) $\times 5$ for carcinogens and MDL $\times 10$ for noncarcinogens.

6. All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy.
7. The flow measurement system shall be calibrated at least once per year or more frequently, to ensure continued accuracy.
8. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. Influent samples shall be taken at each point of inflow to the treatment system and shall be representative of the influent to the treatment system. Effluent samples shall be taken downstream of the last addition of waste to the treatment or discharge works where a representative sample may be obtained prior to mixing with the receiving waters.
9. Whenever the discharger monitors any pollutant more frequently than is required by this Order, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the discharge monitoring report specified by the Executive Officer.
10. The discharger may request a reduction in the constituents to be monitored and/or a reduction in monitoring frequency for a specific constituent(s) subject to the approval of the Executive Officer.
11. The discharger shall monitor weekly those constituents that are detected at levels of concern⁴ in the required volatile organic pollutant scan using EPA Method 8260.
12. The discharger shall assure that records of all monitoring information are maintained and accessible for a period of at least five years from the date of the sample, report, or application. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge or by the request of the Board at any time. Records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling, and/or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used;
 - f. All sampling and analytical results;
 - g. All monitoring equipment calibration and maintenance records;
 - h. All original strip charts from continuous monitoring devices;
 - i. All data used to complete the application for this Order; and,
 - j. Copies of all reports required by this Order.

⁴

Levels of concern are detected values at/or greater than the California Department of Health Services MCL and action level values.

13. Discharge monitoring data shall be submitted in a format acceptable to the Regional Board. Specific reporting format may include preprinted forms and/or electronic media. Unless otherwise specified, discharge flows shall be reported in terms of daily average discharge flows. The results of all monitoring required by this Order shall be reported to the Board, and shall be submitted in such a format as to allow direct comparison with the limitations and requirements of this Order.
14. The discharger shall deliver a copy of each monitoring report in the appropriate format to:

California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348

15. A "grab" sample is defined as any individual sample collected in less than 15 minutes.
16. Daily samples shall be collected on each day of the week.
17. Weekly samples shall be collected on a representative day of each week.
18. Monthly samples shall be collected on a representative day of the month.
19. Annual samples shall be collected on the month the discharge authorization letter was issued.

B. INFLUENT MONITORING

A grab sample of the influent to the treatment system shall be monitored on a monthly basis for total petroleum hydrocarbons, benzene, toluene, xylenes, ethylbenzene, trichloroethylene (TCE), tetrachloroethylene (PCE), 1,1-dichloroethane (1,1-DCA), 1,1,1-trichloroethane (1,1,1-TCA), 1,1-dichloroethylene (1,1-DCE), 1,2-dichloroethylene (1,2-DCE), cis-1,2-dichloroethylene (cis-1,2-DCE), methyl ethyl ketone, methyl isobutyl ketone, naphthalene, tert butyl alcohol (TBA), and methyl tertiary butyl ether.

C. EFFLUENT MONITORING

1. A sampling station shall be established for each point of discharge and shall be located where representative samples of the discharge can be obtained. The following shall constitute the effluent monitoring program:

Constituent	Type of Sample	Units	Minimum Frequency of Sampling
Flow	Flow meter	GPD	Daily —
pH	Grab	pH units	Weekly —
• Benzene	Grab	µg/l	Weekly
• Toluene	"	"	"
• Xylene	"	"	"
• Ethylbenzene	"	"	"
Methyl Ethyl Ketone	"	"	"
Methyl Isobutyl Ketone	"	"	"
• Methyl Tertiary Butyl Ether (MTBE)	"	"	"
• Naphthalene	"	"	"
• Tetrachloroethylene (PCE)	"	"	"
• Trichloroethylene (TCE)	"	"	"
• 1,1-Dichloroethane (1,1-DCA)	"	"	"
• 1,1-Dichloroethylene (1,1-DCE)	"	"	"
• 1,2-Dichloroethylene (1,2-DCE)	"	"	"
• 1,1,1-Trichloroethane (1,1,1-TCA)	"	"	"
• Cis-1,2-Dichloroethylene (cis-1,2-DCE)	"	"	"
Total Phenols	"	"	Quarterly
Perchlorate	"	"	"
1,4-Dioxane	"	"	"
Nitrate-Nitrogen	Grab	mg/l	Annually
Suspended Solids	"	"	"
Total Dissolved Solids	"	"	"
Total Residual Chlorine ⁵	"	"	"
Volatile Organics Portion of the EPA Priority Pollutants (See Attachment "B")	Grab	µg/l	Annually


D. REPORTING

1. The results of the above analyses shall be reported to the Regional Board within 24 hours of finding any discharge that is in violation of the discharge specifications.
2. Monitoring reports shall be submitted by the 30th day of each month for each re-injection well and shall include:

⁵ If chlorine is used for treatment or disinfection of wastes.

- a. The total daily volume of extracted/treated and re-injected wastewater (if extracted volume is different from re-injected volume, the reason for such difference shall be stated), and
 - b. The results of all chemical analyses for the previous month, and annual samples whenever applicable,
 - c. A summary of the month's activities.
3. If no discharge occurs during the previous monitoring period, a letter to that effect shall be submitted in lieu of a monitoring report.
 4. All reports shall be arranged in a tabular format to clearly show compliance or noncompliance with each discharge specification.
 5. For every item where the requirements are not met, the discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.
 6. Upon completion of the project, the discharger shall notify the Executive Officer of the Regional Board in writing about cessation of the discharge and request for a rescission of this Order.

All reports shall be signed by a responsible officer or duly authorized representative of the discharger and shall be submitted under penalty of perjury.

Ordered by 
Gerard J. Thibeault
Executive Officer

October 4, 2002

Request for Proposals

ATTACHMENT 4

Sample Monthly Invoices and Non Routine Work Order

Consultant, Inc.
888 Monitoring Drive
Southern, CA 92233
(909) 555-5555
Tax ID#: 99-0001112

Date: September 20, 2005

Invoice #: 55555

County of San Bernardino
Solid Waste Management Division
22 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Contract #: 05-000

For Work Period: 8/1/05 thru 8/31/05

Attention: Marc Rodabaugh

Project title: Operations, Maintenance and Monitoring of Corrective Action Groundwater
Treatment Systems at the Apple Valley, Mid-Valley and Milliken Sanitary Landfills

Description	Phase / Task	Contract Amount	Amount Charged this Period	Less Retention	Net Amount Due This Period	% Budget Invoiced to Date	Amount Remaining in Contract
Apple Valley Routine OM&M	A						
Apple Valley GW Transport to VVSL	B						
Milliken Routine OM&M	C						
Mid Valley Routine OM&M	D						
Ion-Routine OM&M	E						
Administration	F						
Total Current Charges:							
Less: 10% Retention:							
Total Charges Due:							

CONSULTANT, INC.

INVOICE # 55555

WORK ORDER STATUS FOR PERIOD 8/1/05 - 8/31/05

WO #	Description of Work Order Task	WO Budget	Amount Expended this Period	Amount Expended Previously	% Work Activities Complete	% Budget Consumed to Date	Budget Remaining
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Apple Valley

AVSL 1	Install 9K tank at the VvSL	\$20,000	\$0	\$19,450	100%	97%	\$550
AVSL 2	Emergency Repair of holding tank butterfly valve	\$5,000	\$0	\$4,900	100%	98%	\$100
AVSL 3	VOIDED	\$0	\$0	\$0	100%	100%	\$0
AVSL 4	Install rental tank at Victorville for hold'g treated H2O	\$5,000	\$2,500	\$250	100%	55%	\$2,250
AVSL 5	Additional piping work for tank install at Victorville	\$500	\$450	\$0	75%	90%	\$50
							\$0
							\$0

Mid Valley

MVSL 1	Downhole Video log of well E-2B	\$1,000	\$0	\$1,000	100%	100%	\$0
MVSL 2	Remove Pump in Well E-2B	\$15,000	\$2,300	\$12,000	50%	95%	\$700
MVSL 3	Miscellaneous Emergency Repairs	\$1,000	\$980	\$0	100%	100%	\$20
							\$0
							\$0

Milliken

MSL 1	Replace pumps in E-1 and E-2	\$1,000	\$0	\$995	100%	100%	\$5
MSL 2	Replace flow transmitter in E-12	\$750	\$725	\$0	100%	97%	\$25
MSL 3	Replace pump in E-11	\$2,000	\$1,500	\$250	25%	100%	\$250
							\$0
							\$0

NON-ROUTINE WORK ORDER TOTALS

\$51,250	\$8,455	\$38,845	\$3,950
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Total Contract Amount (FYE '06)

Total Authorized Work Order Budget

Surplus / (Overage) for Completed Work Orders

Contract Budget Remaining to Date

\$125,000	\$51,250	\$3,950	\$77,700
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**AUTHORIZATION FOR NON-ROUTINE SERVICES
COUNTY CONTRACT NO. 05-999**

Consultant/Contractor: Consultant, Inc. Date: 7/25/05
Job No.: _____ Phase No.: _____ Work Request No.: MLK-001

This request for authorization of services is issued pursuant to a verbal communication and pre-approval with _____
on behalf of the County of San Bernardino Solid Waste Management Division. These Non Routine services authorized hereunder are described below:

I. **PROJECT NAME:** OM&M of CAP GWTS
Name of Site: Milliken Sanitary Landfill

II. **SCOPE OF WORK:**

The groundwater extraction pump in Well E-1 is not operating. The groundwater level is currently above the pump and sensor, and further troubleshooting activities indicate that the pump and/or motor need repair or replacement.

ITEM	Unit	Quantity	Rate	Total
Project Engineer	Hr	1	\$50	\$50
Engineering Technician	Hr	6	\$35	\$210
Subcontractor – WDC	LS	1	\$827	\$827
Parts / Materials	LS	1	\$773	\$773
TOTAL				\$1,860

III. **APPROXIMATE BUDGET (NOT TO EXCEED):** \$1,860

IV. **NOTES/SPECIAL CONDITIONS:**

The above budgets include costs for materials, labor, engineering, equipment, delivery and tax (if applicable)

Consultant, Inc.

COUNTY SWMD ACKNOWLEDGEMENT
AND APPROVAL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____